

DEPARTMENT OF INDUSTRIAL RELATIONS
DIVISION OF LABOR STATISTICS & RESEARCH
455 Golden Gate Avenue, 9th Floor
San Francisco, CA 94102

ADDRESS REPLY TO:

San Francisco P.O. Box 420603
CA 94142-0603



TRAVEL AND SUBSISTENCE PROVISION

FOR

LANDSCAPE/IRRIGATION LABORER/TENDER
LANDSCAPE/IRRIGATION LABORER
LANDSCAPE HYDRO SEEDER
LANDSCAPE/IRRIGATION TENDER

IN

SAN DIEGO COUNTY

102-X-14

LANDSCAPE MASTER AGREEMENT

Between

**THE SOUTHERN CALIFORNIA DISTRICT COUNCIL OF LABORERS
and its affiliated Local Unions**

and

CALIFORNIA LANDSCAPE AND IRRIGATION COUNCIL, INC.

THIS AGREEMENT entered into this 1st day of October, 2003, by and between the CALIFORNIA LANDSCAPE AND IRRIGATION COUNCIL, INC. (Association), on behalf of their eligible members, hereinafter referred to as the Contractor., and the SOUTHERN CALIFORNIA DISTRICT COUNCIL OF LABORERS and its affiliated Local Unions in the twelve Southern California Counties, hereinafter referred to as the Union.

**ARTICLE I
RECOGNITION**

The Contractor hereby recognizes the Union as the sole and exclusive collective bargaining representative of all employees of the Contractor, signatory hereto, over whom the Union has jurisdiction. Upon being presented with signature cards showing that a majority of the Contractor's employees covered by this Agreement have designated the Union as their exclusive representative for purposes of collective bargaining, the Contractor shall furnish to the Union a letter granting to the Union such recognition. It is understood that the Union does not at this time, nor will it during the term of this Agreement, claim jurisdiction over the following classes of employees: executives, civil engineers and their helpers, superintendents, assistant superintendents, master mechanics, timekeepers, messengers, office workers, or any employees of the Contractor above the rank of foreman. Master mechanic is defined as any person performing mechanical work on a full-time basis such as maintaining and repairing tractors and motor vehicles and who performs no landscape work.

The Union hereby recognizes the Association as the sole and exclusive collective bargaining representative for all present and future members, and/or other Contractors who may designate the Association as their exclusive bargaining representative, who are engaged in work covered by the Agreement.

The term "Union" as used herein, shall refer to the Southern California District Council of Laborers and its affiliated Local Unions which have jurisdiction over the work in the territory covered by this Agreement. The term "Local Union," as used herein, shall refer to a local Union affiliated with Southern California District Council of Laborers, which has jurisdiction over the work in the territory covered by the agreement.

The Contractor shall advise any transferee, purchaser, or successor employer of the Contractor of the existence of this Agreement, and the successor shall continue to be bound by

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3. When so elected by the Contractor, a single shift starting at 5:00 a.m., 5:30 a.m., 6:00 a.m., 7:00 a.m., 7:30 a.m. or 8:00 a.m., of four (4) ten (10) hour days may be worked for eight (8) or more consecutive days, excluding Saturdays, Sundays and holidays, provided the Union is notified in writing twenty four (24) hours in advance of the effective date of the starting of such shift. All employees working this shift shall work ten (10) consecutive hours, exclusive of meal period, for which ten (10) hours of straight time shall be paid Monday through Friday. All time worked before 6:00 a.m. or in excess of ten (10) hours in any one (1) day shall be paid for at the appropriate overtime rate. All hours worked in excess of forty (40) hours in any one week shall be paid at the appropriate overtime rate. Written notice shall be given to the Union in cases of deviation from the original starting time.

4. Any time worked from Friday midnight to Sunday midnight, or on holidays or in excess of the regular shift hours or hours paid for shall be paid for at the appropriate overtime rate, except as provided in Paragraph 5 of this Paragraph B.

5. The Friday graveyard shift ending on Saturday morning will be considered Friday work. The Saturday graveyard shift ending Sunday morning will be considered Saturday work. The Sunday graveyard shift ending on Monday morning will be considered Sunday work.

C. It is agreed that the Contractor and the Union may mutually agree, by telephone to be confirmed in writing, upon different starting or quitting times for any of the above shift arrangements.

1. When maintenance or remodeling work cannot be performed on the regular shift because of the fact that establishments cannot suspend operations during the day, a special single shift may be employed starting at a time designated by the operations of the establishment, Monday through Friday, and employees on this shift will work eight (8) consecutive hours exclusive of meal period, for which they will receive eight (8) hours pay at the straight-time rate.

D. Emergencies. When it is mutually agreed that an emergency exists, such as earthquakes, floods or fire, starting time for the shift may be made to fit the emergency and eight (8) hours in any twenty-four (24) hour period may be worked at straight time. All other terms and conditions of this Agreement shall apply.

E. 1. Employees shall travel to and from their daily initial reporting place on their own time and by means of their own transportation. The Contractor shall be responsible for payment of wages from the reporting point, as ordered by the Contractor, to the jobsite and from job to job and return. However, employees who voluntarily report to a point for free transportation to the jobsite will not be compensated for the time enroute and return, unless the employee is required by the Contractor or Owner to report to a point of free transportation; in such case, the Contractor shall be responsible for payment of wages from the reporting point. For offshore work, employees will receive travel pay at straight-time rates from point of embarkation to jobsite and from jobsite to debarkation regardless of mode of transportation, which transportation shall be at Contractor's expense. If no camp is furnished by the Contractor, such transportation shall be furnished daily.

2. Jobsite Transportation. Whenever because of remoteness of parking areas, hazardous road conditions or security restrictions, the Contractor is required to furnish

transportation for employees within the jobsite to the place of their "work," this transportation shall be equipped with seats and handrails.

3. Parking Facilities. In the event free parking facilities are not available within three hundred and fifty (350) yards of a jobsite, the Contractor will provide such facilities and the Contractor shall have the right to designate parking areas to be used. Where, because of congested parking conditions, it is necessary to use parking facilities, the Contractor shall reimburse the employee for the cost of such parking upon being presented with a receipt or voucher certifying to the cost thereof, such reimbursement to be made on a weekly basis or at the conclusion of the project, whichever occurs earlier. Designated parking areas shall be reasonably level and graded to drain.

F. Subsistence

1. For purposes of this Agreement, the Contractor's shop or permanent place of business shall be considered that Contractor's Zone Center.

2. Employees working more than 70 road miles from the Contractor's Zone Center will receive \$30.00 per day for subsistence or room and board in lieu of subsistence during the term of this Agreement. This provision will not apply to employees dispatched directly to the job site and who live within 70 miles of the project.

3. An employee or workman who is required to report or perform any work in a subsistence area for any portion of the day or shift shall receive the established subsistence rate for the entire day or shift.

4. Subsistence as provided in Paragraph F-2 hereof shall be paid on jobs on the following offshore islands:

Richardson Rock
Santa Cruz Island
Arch Rock
San Nicholas Island
Santa Catalina Island
San Miguel Island
Santa Barbara Island
San Clemente Island
Santa Rosa Island
Anacapa Island

Employees reporting at the embarkation point for travel to the above-named islands shall be paid travel time from the mainland to the islands and return at the straight-time rate and in no event shall the travel time be less than one (1) hour regardless of mode of travel.

5. In lieu of subsistence, the Contractor may provide and maintain acceptable room and board on or immediately adjacent to the project seven (7) days per week in compliance with California State Law.